

## Account Manager

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### APPLICATION FOR BOND

Type of Bond:	Amount:	Effective Date:
Who requires the bond (Obligee):		Obligee Address:

### BUSINESS INFORMATION

Business Name (As it appears on license):			Type of Business:		
			Proprietorship Corporation	Partnership LLC      LLP	
Address:		City:		State:	Zip Code:
Business start date:	Years of experience:	Tax ID:	Phone:	License #:	

### HAS THE BUSINESS OR OWNER(S)

Changed from a prior surety?	Yes	No
Ever been canceled by a surety?	Yes	No
Ever caused a surety a loss?	Yes	No
Ever had a license suspended or denied?	Yes	No

### FOR ICC/BMC-84 CLIENTS ONLY

Do you have a bankruptcy in the last 5 years?	Yes	No
Do you have any current or past claims?	Yes	No
Do you have any outstanding child support payments?	Yes	No
Do you have any outstanding tax liens?	Yes	No

### OWNER(S) INFORMATION

Applicant's Name:	SSN:	Date of Birth:	Email:		
Spouse's Name:	SSN:	Date of Birth:	Email:		
Home Address:		City:	State:	Zip Code:	Rent or Own
					Rent    Own

Applicant's Name:	SSN:	Date of Birth:	Email:		
Spouse's Name:	SSN:	Date of Birth:	Email:		
Home Address:		City:	State:	Zip Code:	Rent or Own
					Rent    Own

Applicant's Name:	SSN:	Date of Birth:	Email:		
Spouse's Name:	SSN:	Date of Birth:	Email:		
Home Address:		City:	State:	Zip Code:	Rent or Own
					Rent    Own

# AGREEMENT OF INDEMNITY

The undersigned and each of them hereby certify that the statements contained herein are true, and are made to induce Capitol Indemnity Corporation, Platte River Insurance Company, Philadelphia Indemnity Insurance Company, Developers Surety and Indemnity Company, Indemnity Company of California Washington International Insurance Company, United States Fire Insurance Company, or any other Surety Company (hereafter called SURETY) to execute or continue the suretyship described herein and authorize SURETY to confirm bank balances and all other items which appear in said statement in consideration of the execution by SURETY of the suretyship herein applied for. I (we) agree:

- 1) To pay to SURETY upon demand:
  - a. All loss and expense, including attorneys' fees, for which SURETY shall become liable by reason of such suretyship, whether or not SURETY shall have paid such loss and expense at the time of demand.
  - b. The annual premium for such suretyship until satisfactory evidence of termination of liability shall be furnished to SURETY.
  - c. All attorneys' fees and costs incurred by SURETY in enforcing this agreement.
  - d. An amount sufficient to discharge any claim against SURETY by reason of such suretyship. This sum may be used to pay such claim or be held by SURETY as collateral security against loss.
- 2) SURETY shall have the exclusive right to determine whether any claim or suit shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed.
- 3) An itemized statement of loss and expense incurred by SURETY, sworn to by an officer of SURETY, shall be prima facie evidence of the fact and extent of my (our) obligation to SURETY.
- 4) SURETY may procure its release from said suretyship under any law for release of sureties without liability to SURETY for any damage I (we) sustain therefrom.
- 5) That this agreement shall apply to all renewals, continuations, substitutions or SURETY and extensions of the suretyship herein applied for.
- 6) That if this suretyship is given in connection with lost instruments or securities, and such lost instruments come into my (our) possession at any time, I (we) will, at my (our) own cost and expense deliver or cause such said securities to be delivered to SURETY.
- 7) A representative of SURETY may at any time examine any assets held in trust under this suretyship, and SURETY may, at its option, exercise joint control or joint custody with me (us) over such assets.
- 8) That is said suretyship is cancelable this agreement may be terminated, upon written application to SURETY. Only by written notice from SURETY stating when such termination will take effect as to future liability only.
- 9) A photocopy or facsimile of the signatures will be as binding as original signatures.
- 10) All premiums are fully earned upon issuance of 1<sup>st</sup> year and renewals, unless prohibited by law, "or is contrary to SURETY's filed rates."
- 11) At the company's option, monies due or to become due the undersigned from any SURETY through insurance proceeds or bonding payments may be utilized to pay or help pay obligations incurred under this agreement as an offset.
- 12) "Fair Credit Reporting Act Notice" This notice is given to comply with the Federal Fair Credit Reporting Act(Public Law 91-508) and any similar state law which is applicable. As part of our underwriting procedure, a routine credit report may be pulled on any applicant or indemnitor which will provide information concerning credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics and mode of living. Upon request, additional information as to the nature and scope of the report, if one is made, will be provided.

## SIGNATURES

### IMPORTANT SIGNATURE INSTRUCTIONS

**If sole owner**, applicant and applicant spouse must sign as an authorized representative and individually.  
**If a partnership**, an authorized partner must sign as the authorized representative and individually. All authorized partners and spouses must sign.  
**If a limited liability company**, the managing member must sign as authorized representative and individually. All members and spouses must sign.  
**If a corporation**, the president must sign as authorized representative and individually. All stockholders of 10% or more and spouses must sign.

PRINCIPAL (Company Name -  
 Exactly as it appears on the bond) \_\_\_\_\_

X \_\_\_\_\_  
*Authorized Representative and Individually*

X \_\_\_\_\_  
*Authorized Representative and Individually*

X \_\_\_\_\_  
*Authorized Representative and Individually*

X \_\_\_\_\_  
*Authorized Representative and Individually*

X \_\_\_\_\_  
*Authorized Representative and Individually*

X \_\_\_\_\_  
*Authorized Representative and Individually*

*Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or bonds containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.*